

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

LESSONS

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Gulf Shores Kiteboarding LLC ("the company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

I, _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by "the company" and/or "the Agents" including, but not limited to: Kiteboarding Lessons, eFoiling Lessons, and Winging Lessons (collectively referred to as "the Activities") and in further consideration of "the Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").

2. I acknowledge that "the Activities" involve inherent risks and dangers that may cause serious injury and possible death to participants.

3. I fully understand the risks and dangers associated with my participation in "the Activities" and accept same entirely at my own risk.

4. I understand and agree to the possible inherent body contact throughout the instruction of "The Activities."

5. I hereby waive any and all claims which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care by "the Company" and/or "the Agents".

6. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

7. I agree to allow Gulf Shores Kiteboarding LLC to use any photo or video of me taken by a representative of their company for commercial purposes. If you do not agree please state that here:

_____.

8. Subcontractors and Independent Contractors I acknowledge and agree that certain activities may be instructed, guided, or supervised by subcontractors or independent contractors engaged by Gulf Shores Kiteboarding LLC. I understand that these subcontractors are not employees of Gulf Shores Kiteboarding LLC, but I nevertheless expressly agree to release, indemnify, and hold harmless such subcontractors, independent contractors, and their heirs, executors, administrators, successors, and assigns from any and all liability, claims, demands, or causes of action whatsoever arising out of or related to my participation in the Activities, whether caused by negligence or otherwise.

9. eFoiling (Electric Hydrofoil Board Activities) I acknowledge that participation in eFoiling (electric hydrofoil board riding) involves unique risks, including but not limited to high-speed falls, collision with the board, propeller-related injuries, and risks associated with operating battery-powered and electrical

equipment in or near water. I accept full responsibility for these risks and agree to release, indemnify, and hold harmless Gulf Shores Kiteboarding LLC, its subcontractors, and agents from any and all liability related to my participation in eFoiling activities.

10. Winging / Wing Foiling Lessons I acknowledge that participation in winging or wing foiling activities involves unique risks, including but not limited to falls at high speeds, collision with equipment, strong wind and water forces, and increased risk of fatigue or injury due to balance and strength demands. I accept full responsibility for these risks and agree to release, indemnify, and hold harmless Gulf Shores Kiteboarding LLC, its subcontractors, and agents from any and all liability related to my participation in winging or wing foiling activities.

I AM 18 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTOOD AND EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/WARD.

PARTICIPANT or PARENT/GUARDIAN DATE

SIGNATURE

Print Name _____

Print Name of Child _____